



Norfolk and Western Railway Company
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September 1, 1981

Date _____
Fee \$ _____
ICC Washington, D. C.

RECORDATION NO. 5726-A Filed 1425

Mrs. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Washington, D. C. 20423

SEP 1 1981-10 2 AM

INTERSTATE COMMERCE COMMISSION

Dear Mrs. Mergenovich:

On May 22, 1970 at 11:15 A.M., there was filed and recorded with the Interstate Commerce Commission a railroad Equipment Lease dated as of February 13, 1970 ("Equipment Agreement"), between George D. Mackay and Edward E. Castans, as Trustees-Lessor, and Illinois Terminal Railroad Company, as Lessee. The Equipment Agreement was assigned recordation number 5726.

In accordance with 49 U.S.C. § 11303 and Part 1116 of the Commission's rules, I now enclose for recordation three (3) counterparts of an Assignment and Assumption Agreement dated as of September 1, 1981, which supplements and evidences the assignment of rights under the aforementioned Equipment Agreement. The enclosed counterparts cover the same equipment covered by the Equipment Agreement, and have been properly executed by the following parties:

ASSIGNOR: Illinois Terminal Railroad Company
710 North Twelfth Boulevard
St. Louis, Missouri 63177

ASSIGNEE: Norfolk and Western Railway Company
8 North Jefferson Street
Roanoke, Virginia 24042

There is also enclosed a voucher in the amount of \$10.00 to cover the recordation fee.

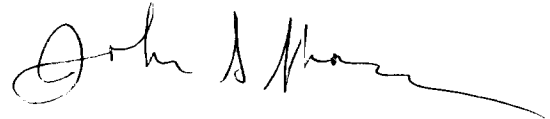
Mrs. Agatha L. Mergenovich
September 1, 1981
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A general description of equipment covered by the Equipment Agreement and the Assignment and Assumption Agreement is as follows:

<u>Number of Units</u>	<u>Description</u>	<u>AAR Designation</u>	<u>Road Numbers</u>
300	Boxcars	XM	ITC 9000-9299

After the enclosed Assignment and Assumption Agreement has been duly recorded, please return two of the original counterparts, stamped with the ICC recordation data, to our representative who delivered these documents to you.

Sincerely,



w/
Enclosures

c: J. Jones
D. E. Middleton
R. R. McDaniel
J. T. Valleroy

ASSIGNMENT AND ASSUMPTION AGREEMENT

RECORDATION NO. 5726-A Filed 1425

SEP 1 1981 10 22 AM

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT, ^{INTERSTATE COMMERCE COMMISSION} of September 1, 1981, by and between ILLINOIS TERMINAL RAILROAD COMPANY, a Delaware corporation ("Terminal"), and NORFOLK AND WESTERN RAILWAY COMPANY, a Virginia corporation ("NW"),

WITNESSETH:

Pursuant to an Equipment Lease dated as of February 13, 1970, as amended ("Equipment Agreement"), among Trust Company For USL, Inc., as successor trustee to George D. Mackay and Edward E. Castans, as Trustees ("Lessor"), United States Leasing International, Inc., a California corporation, as Agent for the Lessor ("Agent"), and Terminal, the Lessor leased to Terminal the railroad equipment described therein ("Equipment") upon certain terms and conditions set forth therein.

The Equipment Agreement provides that nothing in Section 17 thereof shall be deemed to restrict the right of Terminal to assign or transfer its leasehold interest under the Equipment Agreement in the Equipment or possession of the Equipment to any corporation (which shall have duly assumed the obligations thereunder of Terminal) which shall have acquired the property of Terminal substantially as an entirety.

Concurrently with the delivery hereof, NW has acquired from Terminal substantially all the assets and lines of railroad of Terminal.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the parties hereto agree as follows:


1. Terminal for itself, its successors and assigns does hereby sell, assign, transfer and set over unto NW, its successors and assigns Terminal's interest in the Equipment Agreement and in and to the Equipment, subject to the terms and conditions of the Equipment Agreement.

2. NW for itself, its successors and assigns does hereby assume the obligations and covenants of Terminal under the Equipment Agreement.

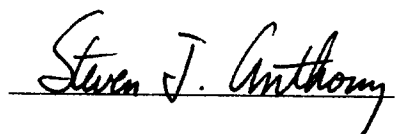
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

ILLINOIS TERMINAL RAILROAD COMPANY

By

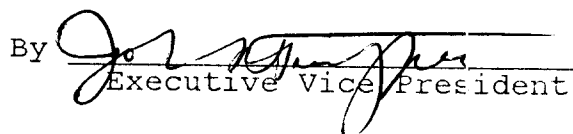

President

Attest:


Assistant Secretary

NORFOLK AND WESTERN RAILWAY COMPANY

By


Executive Vice President

Attest:


Assistant Secretary

STATE OF MISSOURI)
) SS:
 CITY OF ST. LOUIS)

On the 25th day of August, 1981, before me personally appeared Dr. J. Cassin, to me personally known, who being by me duly sworn, says that he is the President of Illinois Terminal Railroad Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

John W. Horan
 Notary

My Commission expires:

Jan 3, 1982

JOHN W. HORAN
 NOTARY PUBLIC-STATE OF MISSOURI
 ST. LOUIS COUNTY
 MY COMMISSION EXPIRES JAN 3, 1982

NOTARY FOR THE COUNTY OF ST. LOUIS
 WHICH ADJOINS THE CITY OF ST. LOUIS

COMMONWEALTH OF VIRGINIA)
) SS:
 CITY OF ROANOKE)

On the 24th day of August, 1981, before me personally appeared John R. Turbyfill, to me personally known, who being by me duly sworn, says that he is the EXECUTIVE VICE PRESIDENT of Norfolk and Western Railway Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Jeannie B. Davis
 Notary

My Commission expires:

April 8, 1983